

THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS

Maria D. Martinez,	)	Case No. 5:22-cv-00276
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
TransUnion LLC,	)	<b><u>COMPLAINT</u></b>
	)	
Defendant.	)	
	)	
	)	
	)	

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Plaintiff, Maria D. Martinez (hereinafter “Plaintiff”), hereby alleges:

**PRELIMINARY STATEMENT**

1. This is an action for damages arising from Defendants violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331.
3. Venue is proper in this district under 28 U.S.C §1391(b).

**PARTIES**

4. Plaintiff is a natural person, who at all relevant times has resided in Eagle Pass, Texas.

5. Defendant Trans Union, LLC (“TransUnion”) is a business entity that regularly conducts business in Texas with its principal place of business as 555 West Adams, Chicago, Illinois 60661. TransUnion is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681a(f) and engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §1681 a(d), to third parties.

### **FACTUAL STATEMENT**

6. Defendant TransUnion has mixed Plaintiff’s credit information with her daughter Maria I. Martinez.
7. As a result, TransUnion has issued credit reports to third party creditors with credit information containing accounts and credit history information for both Plaintiff and her daughter within the same report. The issuance of these reports has occurred on numerous occasions within the last three years.
8. Similarly, whenever Plaintiff’s daughter would apply for credit, Plaintiff’s information would be published on said credit reports to the third party creditors Plaintiff’s daughter applied to. Plaintiff did not provide these third parties with permission to receive her credit information, but TransUnion provided this information nonetheless.
9. Plaintiff has been injured by TransUnion’s credit reporting errors.

### **COUNT I** **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

10. Plaintiff repeats, realleges, and reasserts the allegations contained in the paragraphs above and incorporates them as if specifically set forth at length herein.

11. Defendant TransUnion prepared, compiled, issued, assembled, transferred, published and otherwise reproduced consumer reports regarding Plaintiff as that term is used and defined under 15 U.S.C. § 1681a.
12. TransUnion negligently and willfully failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Plaintiff, in violation of 15 U.S.C. § 1681e(b).
13. Further, Defendant TransUnion provided Plaintiffs credit report to third parties without a permissible purpose in violation of 15 U.S.C. § 1681b and § 1681e(a).
14. As a direct and proximate cause of TransUnion failure to perform its duties under the FCRA, Plaintiff has suffered actual damages, mental anguish, humiliation, and embarrassment.
15. TransUnion's conduct, action and inaction was willful, rendering each liable for actual and statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, TransUnion was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant her a judgment against TransUnion for the greater of statutory or actual damages, plus punitive damages along with costs, interest, and attorney's fees.

**JURY TRIAL DEMAND**

16. Plaintiff demands a jury trial on all issues so triable.

Dated this 24th of March, 2022.

Respectfully Submitted,

/s/ Daniel Zemel  
Daniel Zemel  
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